

PRICING SUBMITTAL CITY OF AUSTIN PURCHASING OFFICE STATION SERVICE VOLTAGE TRANSFORMER 362KV CLASS						
SOLICITATION NO.:		IFB 1100 PMC1001REBID				
BUYER:		Perla Colon				
ITEM NO.	DESCRIPTION	EST. QTY.	MANUFACTURER AND MFG. CATALOGUE NUMBER	U/M	UNIT PRICE	EXTENDED PRICE
1	Station Service Voltage Transformer 362KV Class, in accordance with Specification E-1834.	1	TRENCH PSVA362-50KVA	EA.	\$76,470.00	\$76,470.00
					TOTAL BID	\$76,470.00
FIRM DELIVERY, IN CALENDAR DAYS, AFTER RECEIPT OF THE ORDER:						
DELIVERY METHOD:		<input checked="" type="checkbox"/> COMMON CARRIER <input type="checkbox"/> VENDOR DELIVERY				
OFFEROR'S COMPANY NAME:		Priester-Mell & Nicholson				
NOTES: 1) QUOTED PER MFG. STD. TERMS & CONDITIONS (ATTACHED) 2) SPECIFICATION COMMENTS & DEVIATIONS ATTACHED 3) TECHNICAL DATA & DRAWINGS ATTACHED						

* QUOTED PER MFG. STD. TERMS + CONDITIONS
 * SPECIFICATION COMMENTS + DEVIATIONS ATTACHED
 * TECHNICAL DATA + DRAWINGS ATTACHED
 * QUOTE IS VALID TILL 9/25/21, OTHERWISE SUBJECT TO 1% INCREASE
 * FIRM THRU SHIPMENT FOR ORDER ENTERED BEFORE 9/25/21



TRENCH

Ref. 2021-0758 Technical Data

Date: 07.06.2021

Page 1 of 4

Comments & deviations regarding the specification

Insulator of the proposed Station Service Transformer is of the composite type (consisting of inner glass fibre re-enforced resin tube being in chemical compound with the outer housing and sheds of light grey silicone rubber), manufactured and tested in accordance with IEC 61462. Porcelain as insulator material is not applicable.

Main insulation of the proposed Station Service Transformer type PSVS is SF6 gas and for PSVA is synthetic air. Due to the gasiform insulation medium, the common single insulation gas room, the pressure resistant housing and the pressure relief device (burst disk) on top of every transformer – the offered design is explosion proof, i.e. even in case of an internal flashover - the transformer does not explode nor does the used composite insulator crack with the result of dangerous splinters (no danger to humans nor equipment in the surrounding).

Offered gas insulated SSVT's type PSVS refer to insulation material class E which refers to an admissible maximum internal temperature rise of 80K at maximum ambient temperature of 40°C. Cooling class referring to offered SSVT's type PSVS is GNAN.

For controlling the condition of the SF6 gas insulation - every transformer is equipped with a temperature compensated pressure gauge (densimeter) having a local pressure scale and 3 signalling contacts (2x warning, trip) for gas leakage indication. Further the SSVT is equipped with a self-closing gas filling valve type DILO which also is suitable for taking insulation gas samples.

Every SSVT type PSVS is equipped with a PT 100 Sensor (Platin based thermistor) placed inside the tank whose ends are led out to terminals in the terminal box and may be connected to a referring control circuit for supervising the actual temperature of the transformer and be used for initiation of warning / switch off in case of threatening overheating due to overload.

The ground end of the HV winding (H2) is led out via a separate bushing (PFVV 19kV) being grounded via internal lug and covered by a hermetically sealed weather protection cap during operation. For performing tests at the HV winding during outages – the weather protection cap is to be unscrewed and the lug removed (after tests, before re-energizing of the SSVT – vice versa).

LV terminal box is equipped with bolt type terminals for secondary power circuits. At bottom side – the terminal box has 2 removable plates for mounting of cable glands by customer.

Offered amount includes the SSVT's type PSVS / PSVA, only. Further material (support structures/ pedestals, marshalling boxes, fixing material, line terminals, external cable etc.) or services (unloading, commissioning tests, mounting onto supports, wiring works, etc.) are not part of our quoted amount if others is not explicitly mentioned.

For transport - offered SSVT's are fixed onto individual wooden skids in lying position and placed in sea-freight containers. For land transport – trucks with air ride suspension are required. Railway transport is not admissible.

Offered SSVT's type PSVS are routine tested in accordance with ANSI IEEE C57.13 as follows:

- Accuracy test at 90%, 100%, 110% of rated voltage
- Power frequency withstand test
- Partial discharge test (PD level <10pC @ 1.2x max. system voltage)
- Measurement of capacitance and tan δ
- Determination of short circuit impedance,
- Determination of load & no-load losses
- Determination of ratio and polarity, including determination of RCF for rated load by calculation
- Insulation withstand test on between sections and on secondary windings
- Verification of terminal markings and check of rating plate
- Integral gas tightness test

Further routine-, special-, or design tests are not part of offered amount but may be proposed separately.



TRENCH

Ref. 2021-0758 Technical Data	Date: 07.06.2021	Page 2 of 4
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TECHNICAL DATA SHEET 362 kV

Item 10: Power Voltage Transformer (SF6 gas-insulated)

Apparatus Type	PSVS 362
Standard	IEEE C57.12; IEEE C57.13
Pressure Vessel Regulation	AD German pressure vessel regulation
Insulation	SF ₆
Insulation Class	E
Leakage rate	< 0,5%
Design	Explosion-proof

Service Conditions

Maximum altitude	m	<1000
Ambient temperature range	°C	-25 to +45

Insulation Coordination

Rated voltage U _N	kV	345
Highest voltage U _M	kV	362
Rated power frequency f _N	Hz	60
PD level at U _M	pC	≤ 1
Power frequency withstand voltage primary (100 Hz/1 min)	kV	575
Power frequency withstand voltage secondary (50/60 Hz/1 min)	kV	3
Lightning impulse withstand voltage	kV	1300
Switching impulse withstand voltage	kV	975

SSVT Section

Voltage factor		1,1xU _N cont. // 1,4 x 60s
Ratio	V	199200 // 125 / 125
Rated output power:	kVA	25 / 25
Total output power	kVA	50

Number of windings	Secondary Voltage [V]	Rated Output power	Load related voltage deviation
Winding 1:	125	25 kVA	<3%
Winding 2:	125	25 kVA	<3%
2 secondary power windings fix connected in series 125V / 25kVA between center tap and each outer tap 250V / 50kVA between both outer taps			

Insulator

Insulator Type	Composite insulator fiberglass tube with silicone sheds, grey		
Creepage distance	mm	≥ 904 (356 in)	

Accessories

- HV – Terminal	Al flat pad 200mm x 120mm, 4 holes Ø14mm, hole center distance 44,5mm (NEMA)
- Ground pad	2-hole NEMA ground pad, stainless steel
- Secondary terminals	M12 bolt terminals
- Secondary terminal box	Protection degree IP 54 (adequate to NEMA 3S), removable bottom plate for mounting secondary cable glands
- Pressure gauge	Densimeter with 2 contacts, (temperature compensated pressure gauge)
- Filling valve	DN 20
- Pressure relief device	Yes
- Lifting lugs	Yes Ø50 mm
- Rating plate	Yes
- Scheme plate	Yes
Surface treatment	Aluminum parts: consisting of corrosion- and seawater proof Al-alloy Steel parts with zinc protection layer Outer metal surface painted in ANSI 70 light grey

Dimensions and Weight:

similar to outline drawing	No. 271 794
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TRENCH

Ref. 2021-0758 Technical Data	Date: 07.06.2021	Page 3 of 4
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TECHNICAL DATA SHEET 362 kV

Item 20: Power Voltage Transformer (Clean Air insulated)

Apparatus Type	PSVA 362
Standard	IEEE C57.12; IEEE C57.13
Pressure Vessel Regulation	AD German pressure vessel regulation
Insulation	Synthetic Air
Insulation Class	E
Leakage rate	< 0,5%
Design	Explosion-proof

Service Conditions

Maximum altitude	m	<1000
Ambient temperature range	°C	-25 to +45

Insulation Coordination

Rated voltage U_N	kV	345
Highest voltage U_M	kV	362
Rated power frequency f_N	Hz	60
PD level at U_M	pC	≤ 1
Power frequency withstand voltage primary (100 Hz/1 min)	kV	575
Power frequency withstand voltage secondary (50/60 Hz/1 min)	kV	3
Lightning impulse withstand voltage	kV	1300
Switching impulse withstand voltage	kV	975

SSVT Section

Voltage factor		1,1xUn cont. // 1,4 x 60s
Ratio	V	199200 // 125 / 125
Rated output power:	kVA	25 / 25
Total output power	kVA	50

Number of windings	Secondary Voltage [V]	Rated Output power	Load related voltage deviation
Winding 1:	125	25 kVA	<3%
Winding 2:	125	25 kVA	<3%
2 secondary power windings fix connected in series			
125V / 25kVA between center tap and each outer tap			
250V / 50kVA between both outer taps			

Insulator

Insulator Type	Composite insulator fiberglass tube with silicone sheds, grey
Creepage distance	mm ≥ 904 (356 In)

Accessories

- HV – Terminal	Al flat pad 200mm x 120mm, 4 holes $\varnothing 14$ mm, hole center distance 44,5mm (NEMA)
- Ground pad	2-hole NEMA ground pad, stainless steel
- Secondary terminals	M12 bolt terminals
- Secondary terminal box	Protection degree IP 54 (adequate to NEMA 3S), removable bottom plate for mounting secondary cable glands
- Pressure gauge	Densimeter with 2 contacts, (temperature compensated pressure gauge)
- Filling valve	DN 20
- Pressure relief device	Yes
- Lifting lugs	Yes $\varnothing 50$ mm
- Rating plate	Yes
- Scheme plate	Yes
Surface treatment	Aluminum parts: consisting of corrosion- and seawater proof Al-alloy Steel parts with zinc protection layer Outer metal surface painted in ANSI 70 light grey

Dimensions and Weight:

similar to outline drawing	No. 605 394
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TRENCH

Ref. 2021-0758 Technical Data

Date: 07.06.2021

Page 4 of 4

Technical Data of Sensgear for Clean Air Insulated Instrument Transformers

Cloud Based Remote Information Platform

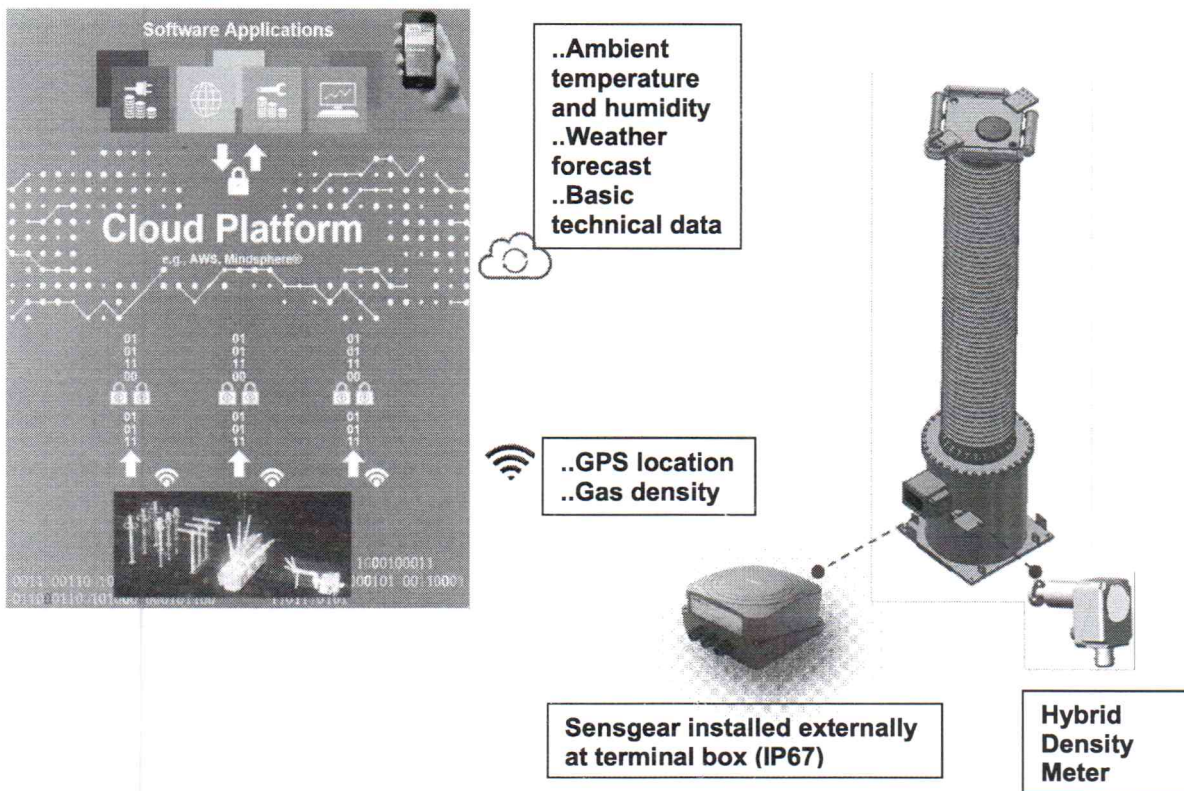
Sensgear ensures a digital intelligence for all Trench BLUE Instrument Transformers which are insulated with CLEAN AIR by collecting and securely transmitting minimum required data to a data storage (cloud). Data collection and transmission are done with the Sensgear connectivity device, which is installed at the terminal box of the instrument transformer. Cloud technology enables the use and integration of real-time data from various sources and thereby generates added value.

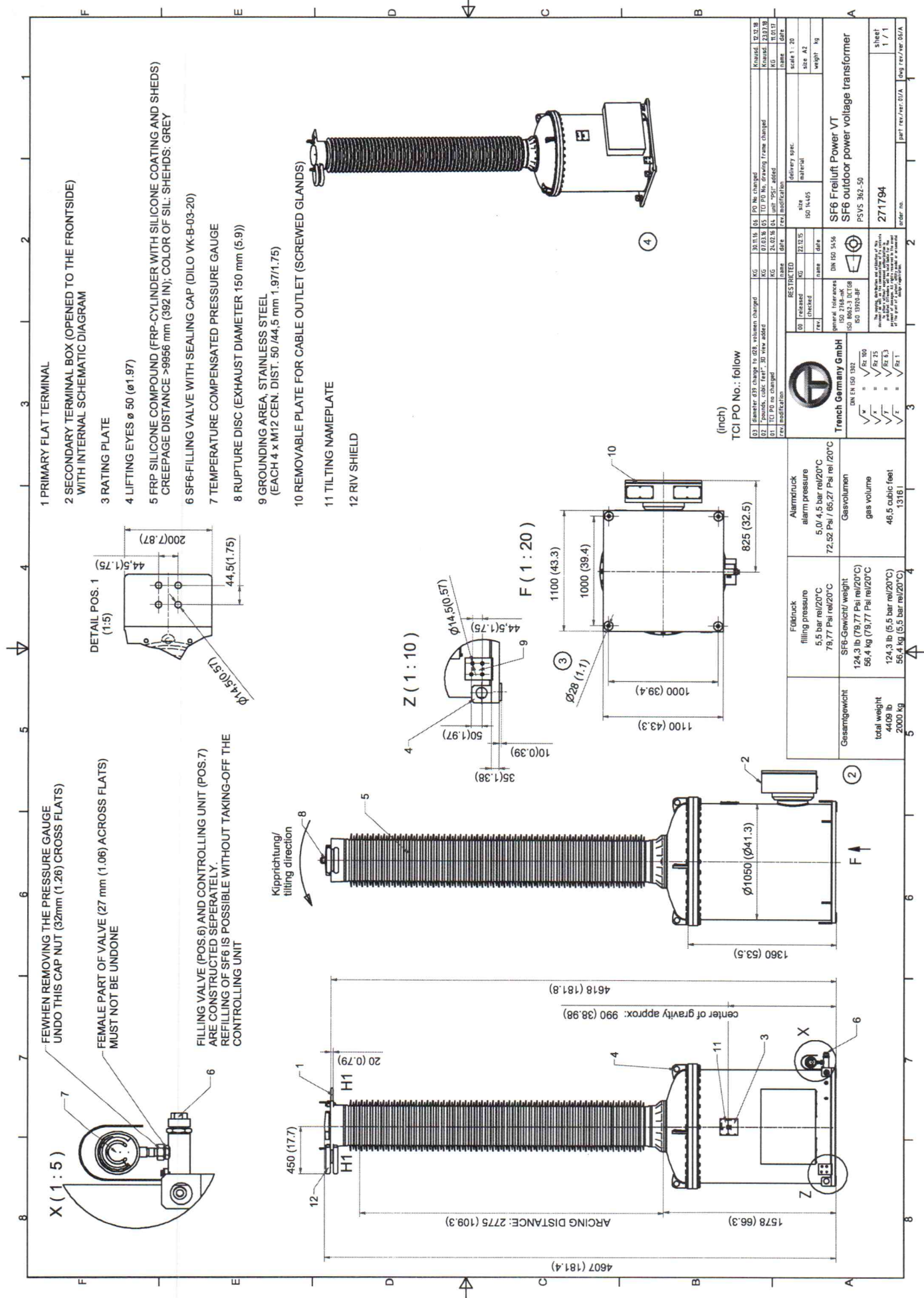
Certificates and Tests are compliant with relevant standards (e.g. EMC Directive 2014/30/EU, IEC/EN 60529 and IEC/EN 61010, IEC/EN 61000, IEC/EN 60068).

Data Security considering state of the art standards (e.g. IEC62443 3-3/4-2, NERC-CIP, ISO27001). Leading experience within Siemens on cyber security.

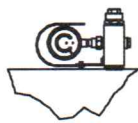
Connectivity: GSM (GPRS/EDGE/3G); Ethernet, Modbus TCP

Maintenance free! Enabled for remote firmware update through M2M software

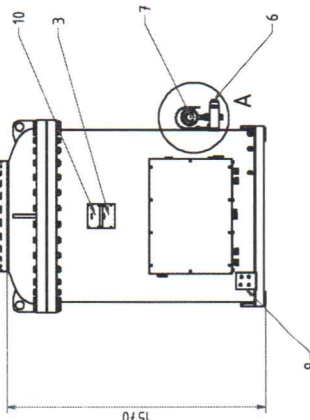
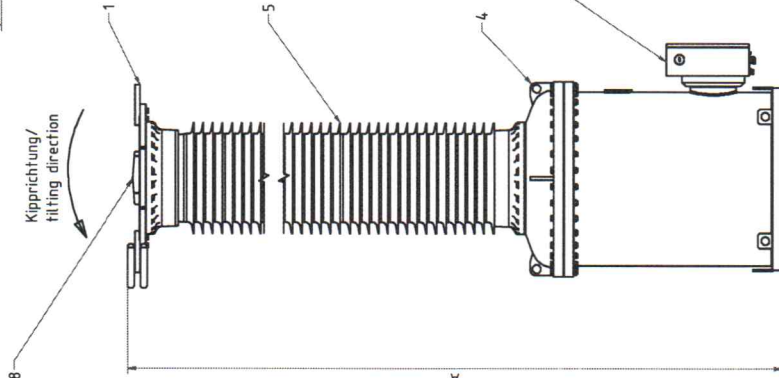
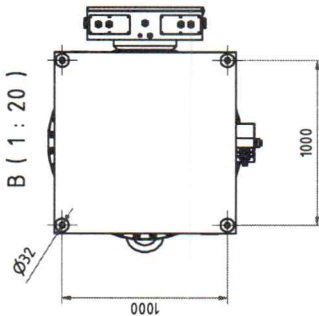


[illegible]

A (1 : 10)



B (1 : 20)



- 1 Flachanschluss (AL)
PRIMARY FLAT TERMINAL
- 2 Sekundär-Klemmkasten mit innenliegenden Schaltschild
SECONDARY TERMINAL BOX
- 3 Leistungsschild
RATING PLATE
- 4 Hebeösen Ø50
LIFTING EYES ø 50
- 5 Verbundisolator
COMPOUND ISOLATOR
- 6 SF6-Füllventil mit Abdeckkappe
SF6-FILLING VALVE WITH SEALING CAP
- 7 Dichtewächter
PRESSURE GAUGE
- 8 Berstscheibe
RUPTURE DISC
- 9 Erdungsplatte
GROUNDING AREA
- 10 Kippschild
TILTING NAMEPLATE

System voltage (kV)	A (mm) approx. Total height	Total weight (kg) approx.
72,5 / 123	3040	2450
145 / 170	3890	2600
245	4340	2625
362	5070	2650
420	5360	2700

Trench Germany GmbH ISO 9001:2015 DIN EN ISO 1302 √* = √RZ 100 √* = √RZ 25 √* = √RZ 6.3 √* = √RZ 1		RESTRICTED (released) (checked) (signature) (date)		name date rev. modification	
general tolerances ISO 2768-mS ISO 13000-01		delivery spec. size ISO 1445 material		scale 1 : 20 size A3 weight kg	
CleanAir Freiluft PowerVT clean air outdoor power voltage transformer 50kVA					
order no. 605394		sheet 1 / 2		part rev. rev. 001A eng rev. rev. 001A	

TRENCH LIMITED STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS



TRENCH

1. APPLICABLE TERMS. This Agreement governs the sale of equipment, components, parts, and materials provided by Trench ("Products"). Any applicable addenda, these terms, Trench's proposal, price quote, purchase order, or acknowledgement issued by Trench form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Trench's proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Trench unless separately signed by Trench. Trench's failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Trench's proposal, or if none are stated; (ii) Trench's standard prices in effect when Trench receives Buyer's purchase order; or if neither (i) or (ii) apply, then Trench's standard prices in effect when the Products ship.

(a) *Payment.* Unless stated in Trench's proposal, all payments are due net thirty (30) days from the invoice date in Canadian Dollars.

(b) *Credit Approval.* All orders are subject to credit approval by Trench. Trench may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Trench may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Trench may recover shipped Products from the carrier pending such assurances.

(c) *Installment Shipment.* Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Trench holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) *Taxes, Shipping, Packing, Handling.* Unless stated in writing by Trench, Trench's prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Trench. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Trench harmless from any taxes, costs and penalties arising from same. Trench's prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, as applicable, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

For the avoidance of doubt, where the Trench Products are being delivered outside of Canada, the following shall apply: The sales price does not include any U.S income tax, state or local property, license, privilege, sales, use, excise, gross receipts, value added, or other similar tax which may now or hereafter be applicable to, measured by, or imposed upon with respect to Buyer's purchase order, its value, its presence in a taxing jurisdiction or its use, or any services performed in connection therewith.

Such taxes are for the account of Buyer. Buyer shall pay all income, sales, consumer use, business licensing, compensating, gross receipts, and other similar taxes, to the proper taxing authority as required by applicable law. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Trench harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) *Late Payments.* Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) *Disputed Invoice.* If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Trench of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Trench of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must

pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Trench may suspend work if an undisputed invoice is more than thirty (30) days past due. Trench may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Trench may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. DELIVERY; TITLE; RISK OF LOSS. Products will be delivered to the designated Trench point of shipment in accordance with INCOTERMS with title and risk of loss or damage passing to Buyer at that point; provided, however, where Products are being shipped out of Canada, title to such Products shall transfer at the Canadian border. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Trench may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Trench is not liable for any loss or expense incurred by Buyer or Buyer's customers if Trench fails to meet its delivery schedule.

4. DEFERMENT AND CANCELLATION. Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Trench has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Trench based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due to subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. TRANSPORTATION AND STORAGE. (a) When Products are ready for shipment, Trench will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Trench; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Trench will ship the Products by normal transportation means to Buyer or to a storage location selected by Trench. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Trench's storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Trench. When conditions permit and upon payment to Trench of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. FORCE MAJEURE / DELAYS. If Trench's performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Trench's time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Trench will notify Buyer within a reasonable time after becoming aware of any such delay.

7. BUYER'S REQUIREMENTS. Trench's performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Trench to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Trench may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. INDEMNITY. Trench and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or

settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. WARRANTIES. (a) *Warranties.* Trench warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Trench's specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Trench has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Trench. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) *Conditions to the Warranties.* The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Trench or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Trench's discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Trench, at Buyer's expense, or granting Trench reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) *Exclusions from Warranty Coverage.* The Warranties do not apply to any equipment not provided by Trench under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Trench does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) *Warranty Period.* Buyer must provide written notice of any claims for breach of Warranties by the earlier of sixty (60) months from initial operation of the Product or sixty-six (66) months from delivery. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) *Remedies.* Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Trench's discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Trench agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Trench to perform its warranty obligations; (iii) transportation to and from the Trench factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Trench.

(f) *Transferability.* The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) THE WARRANTIES IN THIS ARTICLE 9 ARE TRENCH'S SOLE AND EXCLUSIVE WARRANTIES, CONDITIONS AND GUARANTEES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. TRENCH MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TRENCH IS NOT LIABLE, WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

TRENCH'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY TRENCH FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT REPRESENT THE AGREED AND BARGAINED FOR UNDERSTANDING OF THE PARTIES. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF TRENCH HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO TRENCH'S AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. PATENT AND COPYRIGHT INFRINGEMENT. Trench will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Trench. Buyer will promptly give Trench written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Trench shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Trench and shall not enter into a settlement without Trench's consent. Trench is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Trench will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Trench will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Trench to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Trench, Buyer must protect Trench in the same manner and to the same extent that Trench has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF TRENCH'S DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. CONFIDENTIALITY. (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Trench has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Trench's policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Trench from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Trench confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. CHANGES IN WORK. No change will be made to the scope of work unless Buyer and Trench agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Trench's obligations or performance under this Agreement, Trench may request a change order for an equitable adjustment in the price and time of performance.

15. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. MODIFICATION OF TERMS. This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Trench; an entity in litigation with Trench; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Trench may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or provincial court of competent jurisdiction located in a province in which either Buyer or Trench maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. EXPORT / IMPORT COMPLIANCE. Buyer acknowledges that Trench is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any applicable Canadian or, to the extent permissible under Canadian law, U.S. export / import laws and regulations. Trench's continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. PRODUCT RETURNS. Prior to the return of any Product to Trench, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Trench. Trench has the right, in its sole discretion, to permit or reject any such return. Trench's authorization to return any Product to Trench does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Trench, Trench will issue a credit memo to Buyer, less applicable re-stocking fees. Trench reserves the right to reject any hazardous material.

22. NUCLEAR. Unless expressly authorized in writing by Trench, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Trench harmless, and waives and will require its insurers to waive all right of recovery against Trench for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the *Nuclear Liability and Compensation Act*, both as amended, whether or not due to Trench's negligence. Trench's consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Trench deems necessary to protect its interests.

23. SURVIVAL. The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

Accepted On Behalf of Buyer:

Name of Legal Entity

Name of Signatory and Position

Signature

Date